

Regular Meeting
Board of Commissioners
June 12, 2014

Prayer and Pledge to the United States Flag.

Meeting called to order by Chairman Horace Daniel.

Commissioners Horace Daniel, Edward Burten, Larry Mathis, Melton Jones and Frank Simmons were present.

Commissioner Simmons made a motion to approve minutes. Seconded by Commissioner Burten. Carried by a show of hands.

Total amount of bills were announced by Chairman Daniel.

Road Department.....	\$ 89,666.30
Landfill.....	\$ 43,165.73
E-911 & EMA.....	\$ 9,794.22
Sheriff Department & Jail.....	\$ 28,158.16
Courthouse.....	\$ 56,118.58
Administrative & Other.....	\$207,790.80
Total.....	<u>\$434,693.79</u>

Commissioner Simmons made a motion to approve bills. Seconded by Commissioner Mathis. Carried by a show of hands.

Road Department Update – Dean Davis (See attached letter from City of Davisboro requesting assistance).

Appointments: NONE

Old Business: NONE

New Business:

1. Motion made by Commissioner Simmons and seconded by Commissioner Mathis to award contract for 2014 LMIG Road Resurfacing to Pittman (see attached). Carried by a show of hands.
2. Motion made by Commissioner Simmons and seconded by Commissioners Jones to approve the Mobile Home Ordinance Amendment (Attached) Carried by a show of hands.
3. Motion made by Commissioner Simmons and seconded by Commissioner Mathis to approve the resolutions for (1) Garbage and Landfill, & (2) EMA/E911 fees. Carried by a show of hands.

4. Motion made by Commissioner Simmons and seconded by Commissioner Burten to approve the Budget Resolution for FY 2015. Carried by a show of hands.
5. Motion made by Commissioner Simmons and seconded by Commissioner Burten to approve the resolution of a Technical Correction Amendment – Animal Control Ordinance. Carried by a show of hands. (See Attached).
6. Motion made by Commissioner Simmons and seconded by Commissioner Burten to award bids for oil, filters, and tire repair to low bidder (See attached). Carried by a show of hands.
7. Motion made by Commissioner Simmons and seconded by Commissioner Burten to approve Contract 2014 -2015 with Emanuel Detention to use prisoners for labor. Carried by a show of hands.
8. Motion made by Commissioner Simmons and seconded by Commissioner Mathis to approve appointment of Amber Veal to CSRA, UDA, and ARDA.(see attached letter). Carried by a show of hands
9. Motion made by Commissioner Simmons and seconded by Commissioner Mathis to ratify contracts (see attached). Carried by a show of hands
10. Motion made by Commissioner Simmons and seconded by Commissioner Burten to approve the proposed sale and leaseback agreement (see attached). Carried by a show of hands.

Chairman Comments:

*****EXECUTIVE SESSION*****

Personnel & Real Estate Acquisition
(Tuesday)

Meeting Adjourned

10 Minute Public Comment Session

Chairman, Horace M. Daniel

Date 6-16-14

County Administrator/Clerk, Chris Hutchings

Date 6-16-14

Board Minutes are unofficial unless signed

**CITY OF DAVISBORO
201 SOUTH MAIN STREET
P.O. BOX 189
DAVISBORO, GEORGIA 31018
PHONE NO. 478-348-4401
FAX NO. 478-348-3240**

Daniel Thomas, City Manager
6-9-14

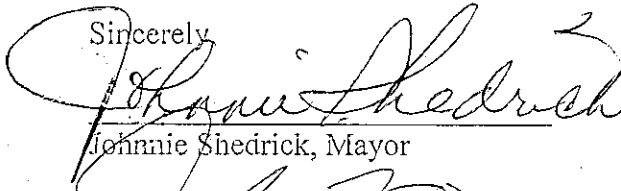
September 4, 2013

Washington County Board of Commissioners
c/o Mr. Horace Daniel, Chairman
P O Box 271
Sandersville, GA 31082

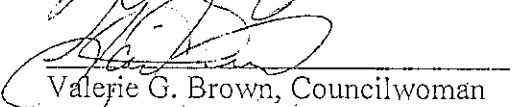
Dear Mr. Daniel,

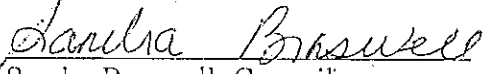
The Mayor and Council requests the Road Department's assistance with moving soil to
be placed on Josey Industrial Drive, a City Street maintained by the Wash. Co. Road
Dept.

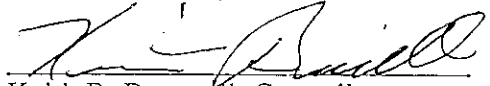
Sincerely,


Johnnie Shedrick, Mayor


Justin Tanner, Mayor Pro-Tem


Valerie G. Brown, Councilwoman


Sandra Braswell, Councilwoman


Keith B. Braswell, Councilman

MorelandAltobelliAssociates, Inc

2211 Benyer Run Road, Suite 190 • Norcross, Georgia 30071 • 770/263-5945 • Fax: 770/263-0166 • ma@maal.net



Thomas D. Moreland, PE
Chairman/CEO

Buddy Grallon, PE
President

Vickie E. Moreland
Executive Vice President/CFO

George M. Byrd, PE
Senior Vice President

J. Holly Moreland
Vice President

Richard C. Boultain, PE
Vice President

Henry E. Collins, Jr.
Vice President

Bradley M. Hale, PE
Vice President

Albert J. Joyner, Jr.
Vice President

L.N. Manchi, PE
Vice President

Joe McGraw, PE
Vice President

May 29, 2014

Mr. Chris Hutchings
County Administrator/Clerk
Washington County
1119 Jones Street
Sandersville, GA 30182

Re: Project: 2014 Washington County Road Resurfacing

Dear Mr. Hutchings,

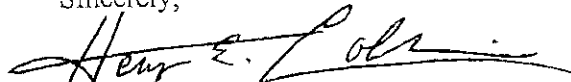
Three bids were received by Washington County on Tuesday, May 27, 2014 on the contract 2014 Washington County Road Resurfacing. The scope of the work includes:

Road	Beginning	Ending	Length/ Miles	Description
Waco Mill Road	Tennille City Limits	New Project @ SR 242	1.84	Patching, Leveling, Resurfacing and Striping of 26' wide asphalt road
East Lake Drive	Transylvania Drive	Sandersville City Limits	0.15	Patching, Leveling, Resurfacing and Striping of 21' wide asphalt road
Smyrna Church Road	Deepstep City Limit	New Pavement	0.53	Patching, Leveling, Resurfacing and Striping of 18' wide asphalt road

The low bidder was **Pittman Construction Company** with a bid of \$ 425,297.85. We have reviewed the bid prices for all the items and consider the low bid to be acceptable. It is recommended that the contract be awarded to **Pittman Construction Company**.

A tabulation of the bids received is attached.

Sincerely,


Henry E. Collins

cc: File

WASHINGTON COUNTY, GEORGIA	
PROJECT:	2014 WASHINGTONCOUNTY ROAD RESURFACING

WASHINGTON COUNTY											
Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	Unit Price Bid	Total Bid Price	C&H
001	402-1812	RECYCLED ASPH CONC, LEVELING, INCL BITUM MATL & H LIME	TN	1400	\$74.80	\$104,720.00	\$86.49	\$121,086.00	\$90.00	\$126,000.00	
002	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	711	\$112.25	\$79,809.75	\$125.24	\$89,045.64	\$79.00	\$56,169.00	
003	402-3113	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	3075	\$71.00	\$218,325.00	\$82.30	\$253,072.50	\$84.00	\$258,300.00	
004	403-1000	BITUM TACK COAT	GL	3425	\$3.10	\$10,617.50	\$3.11	\$10,651.75	\$5.50	\$18,837.50	
007	652-2501	SOLID TRAFFIC STRIPE, 5 IN WHITE	LM	5.04	\$810.00	\$4,082.40	\$905.00	\$4,561.20	\$1,200.00	\$6,048.00	
008	652-2502	SOLID TRAFFIC STRIPE, 5 IN YELLOW	LM	3.52	\$810.00	\$2,851.20	\$905.00	\$3,185.60	\$1,200.00	\$4,224.00	
009	652-3502	SKIP TRAFFIC STRIPE, 5 IN YELLOW	GLM	1.52	\$550.00	\$836.00	\$605.00	\$919.60	\$700.00	\$1,064.00	
010	653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	8	\$375.00	\$3,000.00	\$404.00	\$3,232.00	\$500.00	\$4,000.00	
011	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN WHITE	LF	132	\$8.00	\$1,056.00	\$8.55	\$1,141.80	\$8.00	\$1,056.00	
						\$425,297.85			\$486,896.09	\$475,698.50	
							PITTMAN		Reeves		

**BOARD OF COMMISSIONERS OF WASHINGTON COUNTY
STATE OF GEORGIA**

**Resolution 2014-4, Amending Mobile Home
Ordinances, Sections 22-19 through 22-26 of the County Code**

WHEREAS, the County Commissioners have previously adopted an ordinance regulating the transport and location of mobile homes and similar structures in and through the County, and

WHEREAS, it has come to the attention of the Board of Commissioners that it would help to clarify that the ordinance applies to both "mobile homes" and "manufactured homes," and further that there is a need to expand the definition of those individuals qualified to do independent, objective inspections of mobile homes,

IT IS THEREFORE RESOLVED that the Ordinances regulating mobile home transport, permitting, and location are hereby amended and the following Ordinances substituted therefor:

Sec. 22-19. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Manufactured home shall have the definition contained in OCGA § 8-2-131, a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length or, when erected on site, is 320 or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development

and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. Section 5401, et seq.

Mobile home means a mobile home as such term is defined in O.C.G.A. § 8-2-131(4), including such mobile home which is permanently located on property owned by owner of such mobile home or his spouse. The term "mobile home" means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length or, when erected on site, is 320 or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained therein and manufactured prior to June 15, 1976.

(Ord. No. WC-47, § 1, 8-13-1981)

Sec. 22-20. Penalty.

Any person violating the provisions of this article shall be guilty of an ordinance violation and upon the conviction thereof, shall be punished as provided by law. Each day on continued violation shall constitute a separate offense.

(Ord. No. WC-47, § 8, 8-13-1981)

Sec. 22-21. Permit and decal required; conditions to be satisfied.

(a)

Payment of taxes. Prior to a mobile home or manufactured home being transported into the county, or relocated, or located into Washington County, a permit to transport must be obtained from the tax assessor and a decal showing payment of taxes must be obtained from the tax commissioner. Both items are required for such transport, location or relocation of such home in the county. Transporting or relocating or locating a mobile home or manufactured home without first obtaining such permit and decal is a violation of this article, and is punishable as permitted by this Code.

(b)

Water and sewage system approval. Before a permit to transport and a decal showing taxes paid shall be issued for the location or relocation of a mobile home or manufactured home within the limits of the county, applicant must first submit to the tax assessor and the tax commissioner of the county, proof that the county board of health has approved the individual water system and the individual sewage system used or to be used in connection with said mobile home or manufactured home. This section shall not apply as to renewal permits, provided there has been no relocation of the mobile home or manufactured home since the last permit was issued.

(c)

Certification of occupancy. Prior to the issuance of a permit by the tax assessor for transport, relocation, or location, the homeowner, landlord, or transporter must submit a certification from a certified home inspector, certifying that the mobile home or manufactured home meets minimum occupancy and safety standards. No permit will issue unless said certification is presented at the time of application. If however the home to be transported is new, purchased from a manufacturer, then a receipt of such new purchase will suffice in place of a certification of occupancy and safety.

(1)

Home inspectors with credentials from ASHI or GAHI, as well as licensed contractors and any person who serves as a building inspector for a local municipality or county government, will be accepted as certified home inspectors. Minimum occupancy and safety standards shall mean at a minimum that the home is structurally sound and the plumbing and electrical systems are sound.

(3)

The county will provide forms for applicant to be executed either by a manufacturer, dealer, or home inspector, as appropriate.

(Ord. No. WC-47, § 2, 8-13-1981)

Sec. 22-22. Permit required—For ownership or to locate home in the county.

No person shall own or have located within the limits of the county any mobile home or manufactured home unless application for a permit shall have been made and a permit and decal received as provided by this article.

(Ord. No. WC-47, § 3, 8-13-1981)

Sec. 22-23. Same—To locate or relocate in the county.

No person shall hereafter initially locate any mobile home or manufactured home or relocate any such home within the limits of the county without having made such application and having obtained such permit and decal.

(Ord. No. WC-47, § 4, 8-13-1981)

Sec. 22-24. Same—For occupancy as residence.

No person shall occupy any mobile home or manufactured home as a residence nor permit any other person to occupy the same as a residence unless a permit and decal shall have been obtained as provided by this article.

(Ord. No. WC-47, § 5, 8-13-1981)

Sec. 22-25. Permit conditions—For park.

No owner or operator of a mobile home park shall permit any mobile home or manufactured home to be located or relocated within the confines of such park for residential use unless the permit and decal required by this article shall have been obtained. No owner or operator of any mobile home park shall permit any mobile or manufactured home presently located within the limits of such park owned or operated by him to remain in such park after the date of the ordinance from which this article is derived unless a permit and decal authorizing such continued location as required by this article shall have been obtained.

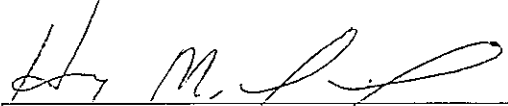
(Ord. No. WC-47, § 6, 8-13-1981)

Sec. 22-26. Same—For provision of utilities.

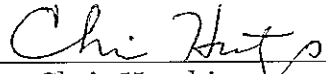
No person, firm, corporation, township or city supplying electricity, gas or water into, onto or for the use of any mobile home or manufactured home shall have been issued a current year's decal as herein provided, and said decal is affixed to said ~~mobile~~ home.

(Ord. No. WC-47, § 7, 8-13-1981)

This the 12th day of June, 2014



HORACE DANIEL, CHAIRMAN

ATTEST: 

Chris Hutchings
County Clerk/Administrator

RESOLUTION TO INCREASE GARBAGE AND LANDFILL FEES EFFECTIVE JULY 1, 2015

Resolution Number 2014-5

June 12, 2014

WHEREAS, the County provides services for garbage disposal to the residents of Washington County, and

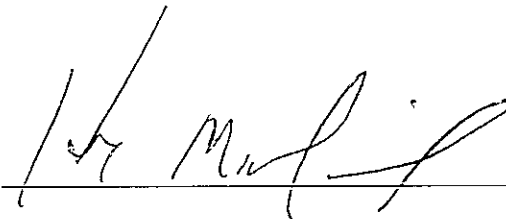
WHEREAS, the Washington County Board of Commissioners has determined the net costs of garbage disposal for its FY 2015, and

WHEREAS, the fee for Garbage needs to be increased to pay the cost of garbage disposal, now

THEREFORE, the Washington County Board of Commissioners resolves to increase the fee as follows:

To increase the Garbage fee from \$132/year to \$136/ year

To increase Landfill disposal costs for Inert materials to \$45/ton



Horace Daniel, Chairman

Washington County Board of Commissioners

6-12-14

Date

Attest: 

County Clerk

6-12-14

Date

RESOLUTION TO CHANGE MUNICIPAL FEES PAID FOR EMA/E911

Resolution Number 2014-6

June 12, 2014

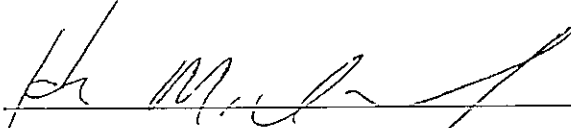
WHEREAS, the cities of Washington County participate in cost of EMA/911 with the Washington County Board of Commissioners, and

WHEREAS, the cost for Fiscal Year 2014 has been calculated, and

WHEREAS, the Board of Commissioners has adopted the costs for EMA/E911 in its FY2015 budget,

Now, THEREFORE the following schedule of EMA/E911 fees is proposed and adopted this 12th Day of June, 2014 by the Washington County Board of Commissioners:

	POPULATION	PERCENT	CALCULATION	FY 2014	NEW FY 2015
Washington County	21,187	100%			
Davisboro	2,010	9.5%	\$49,376	\$1,080	\$1,296
Deepstep	131	0.6%	\$3,218	\$300	\$360
Harrison	489	2.3%	\$12,012	\$1,200	\$1,440
Oconee	252	1.2%	\$6,190	\$1,800	\$2,160
Riddleville	96	0.5%	\$2,358	\$300	\$360
Sandersville	5,912	27.9%	\$145,229	\$104,600	\$125,520
Tennille	1,539	7.3%	\$37,806	\$27,600	\$33,120
Unincorporated	10,758	50.8%	\$264,272	\$383,582	\$356,206




Horace Daniel, Chairman

Washington County Board of Commissioners

6-12-14

Date

Attest: 

County Clerk

6-12-14

Date

BUDGET RESOLUTION

RESOLUTION NUMBER 2014-7

WHEREAS, the Washington County Board of Commissioners has prepared and submitted to the Governing Authority a budget for the year beginning July 1, 2014 and ending June 30, 2015, and

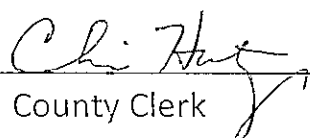
WHEREAS, the Washington County Board of Commissioners has studied and revised the proposed budget, it is considered in the best interest of the citizens of Washington County to adopt it.

THEREFORE BE IT RESOLVED by the Washington County Board of Commissioners that the budget attached hereto and made a part hereof for the year beginning July 1, 2014 and ending June 30, 2015 is approved.



Horace Daniel, Chairman
Washington County Board of Commissioners

6-12-14
Date

Attest: 
County Clerk

6-12-14
Date

BOARD OF COMMISSIONERS OF WASHINGTON COUNTY
STATE OF GEORGIA

Resolution 2014-8, Amending "Animals" Chapter
of Washington County Code

WHEREAS, the County Commissioners have previously adopted Chapter 6 of the County Code, governing Animals and prescribing procedures for protecting residents from stray and dangerous animals and those suspected of having rabies; and


WHEREAS, it has come to the attention of the Board of Commissioners that the wrong version of the ordinance was adopted in the County's recent codification of the various ordinances of the County into a Code; and

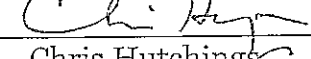
WHEREAS, the attached "Rabies Animal Control and Stray Animal Control Ordinance for Washington County" is the more recent and correct version of the county's ordinances governing this issue;

IT IS THEREFORE RESOLVED that the attached "Rabies Animal Control and Stray Animal Control Ordinance for Washington County" is hereby adopted and shall replace the current Chapter 6 of the Washington County Code published by Municode.

Municode is requested to substitute the attached ordinance for the existing sections and subsections of chapter 6 and to assign appropriate section and subsection numbers to this ordinance.

This the 12th day of June, 2014


HORACE DANIEL, CHAIRMAN

ATTEST: 
Chris Hutchings
County Clerk/Administrator

OFF. - 02-10-94
RABIES ANIMAL CONTROL AND STRAY ANIMAL CONTROL ORDINANCE FOR
WASHINGTON COUNTY

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November, 1982 and effective July 1, 1983, provides in Article 11, Section IV., Paragraph Two thereof that the governing authority of any county may adopt local legislature, and

WHEREAS, the Board of Commissioners of Washington County have determined that Washington County needs an additional ordinance dealing with rabies, animal control and stray animal control, the following ordinance is hereby adopted to become effective on the 10 day of Feb, 1994.

SECTION 1.

Within 60 days following the passage of this ordinance every owner of a dog or cat four (4) months of age or older shall cause such dog or cat to be vaccinated against rabies as defined by this Ordinance. Dogs and cats will be revaccinated one year later. When dogs and cats are revaccinated at one year of age or older and vaccinated with vaccines accepted by the Department of Human Resources of Georgia for providing a three (3) year duration of immunity, thereafter boosters will be required every three (3) years. Cats are to be revaccinated at one (1) or three (3) year intervals at the discretion of the veterinarian administering the vaccine. Any dog or cat brought into Washington County for a permanent or temporary stay from outside the county shall be confined, or on leash until vaccinated as provided for by this Ordinance except, however, that when the owner of such dog or cat produces evidence that such dog or cat has been vaccinated in a manner and by procedures comparable to the requirements of this Ordinance.

SECTION 2. - CERTIFICATION OF VACCINATION

a. Evidence of vaccination shall consist of a certificate of vaccination. The certificate with each item answered shall be prepared in triplicate and signed by the veterinarian administering the vaccine. One copy of the certificate shall be given to the owner, one filed with the Washington County Health Department and one copy retained by the veterinarian.

b. Any veterinarian is authorized and required in connection with his practice to issue certificate of vaccination and vaccination tags provided he furnishes one copy of the animal's owner, one copy to the Washington County Health Department and retains one copy for his files. The issuance of tags for cats shall be at the discretion of the veterinarian administering the vaccine.

c. The certificates of vaccination furnished to the Washington County Health Department shall be maintained in an orderly indexed file for a period of not less than four (4) years.

SECTION 3 - VACCINATION TAGS and OWNER IDENTIFICATION

Coincident with the issuance of the certificate of vaccination, the person authorized to furnish the certificate shall also furnish to the owner of the vaccinated dog or cat a serially numbered tag bearing the same number and year as the certificate bears. The tag shall be securely attached to the collar or harness worn by the dog for which the certificate and tag have been issued. Cats shall be tagged at the discretion of the veterinarian administering the vaccine. Also securely attached to the collar or harness will be the name and address of the owner of the animal either by metal plate or tag.

Responsibility for this means of identification is to be borne by the owner. Dogs or cats found without current vaccination tags and/or means of current owner identification will be considered strays and subject to immediate impoundment or disposal by any city or county law enforcement officer or by the animal control officer or his agent when such animal is suspected of carrying rabies or is suspected of having bitten a person and cannot be caught or is deemed necessary for the protection of life, health, or property.

SECTION 4 - ANIMAL CONTROL OFFICER

a. An animal control officer or officers, who is knowledgeable of animals shall be appointed by the Board. This officer will be employed by Washington County.

b. Duties of animal control officer will include:

- (1) Investigate and maintain a record of animal bites in the county.
- (2) Issue instructions for proper confinement of an animal involved in a bite; or if the animal is dead or killed, preparation and submission of the head for laboratory examination.
- (3) Enforce proper disposition of animals exposed to known rabid animals.
- (4) Investigate stray animals, loud barking, destructive animals or nuisances relating to animals and such other duties as may be directed by the Board of Commissioners of Washington County.

SECTION FIVE - AUTHORITY OF ANIMAL CONTROL OFFICER

a. The animal control officer will maintain enforcement of all regulations pertaining to confinement of dogs, cats or other animals. For the purpose of discharging the duties imposed by the rules and regulations and to enforce their provisions which says any police officer, deputy sheriff, or animal control officer of Washington County is empowered to enter upon any premises upon which a dog or cat is kept or harbored and demand the exhibition by the owner of any such dog or other animal and/or the rabies certification for such dog or other animal and to take possession of each animal when in his opinion it poses a potential threat to the safety or health of any person. No person shall resist, interfere, with, hinder, or molest the animal control officer in the performance of his duties imposed upon him in the rules and regulations, or seek to release any animal in the custody of the animal control officer. No person shall fail or refuse to surrender any animal for quarantine or destruction as required herein, when demand is made therefore by the animal control officer or his agent.

SECTION 6 - CONFINEMENT OF DOGS, CATS, OR OTHER ANIMALS

Every animal whether vaccinated or not which bites a person shall be promptly reported to the animal control officer of Washington County or his agent and shall thereupon securely be quarantined at the direction of the said officer for a period of ten (10) days and shall not be released from such quarantine except by permission of said officer. In the discretion of the animal control officer or his agent such quarantine may be on the premises of the owner or at the owner's expense, in a veterinary hospital of his choice within the county. In the case of stray animals, or in the case of animals whose ownership is not known, such quarantine shall be at a veterinary hospital with boarding and disposing fee paid by the county or by the owner if ownership is later determined. No animal may be released for the quarantine without first having received a rabies vaccination from a veterinarian unless it is proven that the animal is currently vaccinated. The owner upon demand made by the animal control officer or his agent shall forthwith surrender an animal which has bitten a human or which is suspected of having been exposed to rabies, for supervised quarantine, which expense shall be borne by the owner; such animal may be reclaimed by the owner if adjudged free of rabies upon payment of the impoundment fee therefore and upon compliance with the rabies vaccination provisions as set forth in the previous paragraph.

When an animal under quarantine has been diagnosed as being rabid or suspected by a licensed veterinarian as being rabid, and dies while under such observation, the health officer or his agent shall immediately send the head of such

animal to the Georgia department of Human Resources for pathological examination.

Every animal bitten by an animal adjudged to be rabid shall be forthwith destroyed or, at the owner's expense may be treated for rabies infection by a licensed veterinarian provided such treatment is started within five (5) days and such animal is held under six (6) months' quarantine by the owner in a manner as determined by a veterinarian or the county animal control officer.

In the event there are additional positive cases of rabies occurring during the period of the quarantine period, such period of quarantine may be extended at the discretion of the animal control officer or his agent. No person shall kill or cause to be killed any animal suspected of being rabid, or any animal biting a human, except as herein provided, nor remove the same from Washington County without the permission of the animal control officer.

The carcass of any dead animal exposed to rabies, shall upon demand be surrendered to the animal control officer or his agent.

SECTION 7 - COLLAR AND TAGS TO BE WORN

The owner of all dogs kept in the county shall cause a collar with the name and address of the owner of such dog to be worn at all times by such dog, and it shall be the duty of the owner to cause a tag certifying that the dog has been inoculated against rabies during the current inoculation period, to be attached securely to the collar and kept there at all times during the license period.

SECTION 8 - CONFINEMENT TO OWNER'S PROPERTY

All dogs shall be kept on the owner's property except when the dog is on a leash or is in the immediate control of the owner or his agent.

SECTION 9 - BARKING; DESTRUCTION OF PROPERTY

No person owning a dog shall permit the dog to disturb the peace and quiet of the neighborhood by barking, making other loud or unusual noises or by running through or across cultivated gardens or fields.

SECTION 10 - IMPOUNDMENT

Any dog found in the county either without a tag or running at large under the conditions as set forth above is hereby declared to be a nuisance and shall be impounded as hereinafter provided.

Violation of the provisions of this ordinance shall be impounded by the animal control officer or deputy sheriff.

The Animal Control Officer shall keep a record of the animals impounded by him or her, showing the date of the impounding and a description of the animal and shall post a notice of at the Courthouse where it will be visible to the public, describing the animal and the date of impounding. ANY animal not redeemed by the owner within 3 days after posting of such notice is declared a public nuisance.

The Animal Control Officer shall thereafter destroy or have the animal destroyed, or in the event some person desires to claim the animal, giving the necessary inoculation and paying the required fee, the Animal Control Officer may release the animal to the person so claiming it.

In addition, if it is determined by the Animal Control Officer that it would be in the best interest of the public or the animal itself to be euthanasia, the said animal may be euthanasia at the discretion of the Animal Control Officer.

The Animal Control Officer shall keep a written record of the date of the destruction of the animal and the reason for waiving the 3 day time period.

SECTION 11 - IMPOUNDMENT FEES

Any owner of an animal impounded under this ordinance shall pay a daily boarding fee for the time the animal is impounded in the event the owner redeems the animal, plus the inoculation fee, in the event the animal has not been vaccinated during the current inoculation period.

SECTION 12 - QUARANTINE OF SUSPECTED RABIES CASES

Every animal suspected of having rabies shall remain in quarantine until its natural death or until its freedom from suspicion of rabies has been established to the satisfaction of the animal control officer.

Any person violating any provision of this Ordinance shall be punished as for a misdemeanor in the State Court of Washington County and the Animal Control Officer is authorized to initiate all necessary warrants.

WASHINGTON COUNTY ROAD DEPARTMENT

ANNUAL BIDS

07/01/2014 THRU 06/30/2015

FILTER BIDS

TWIN CITY AUTO PARTS, SANDERSVILLE, GA\$12,532.21 ✓

RECEIVED NO BID FROM:

Rainey Oil Company
Atkinson Oil Company
Napa Auto Parts
Advanced Auto Parts
GA Truck Parts
O'Reilly Auto Parts

OIL BIDS

RAINEY OIL COMPANY, SANDERSVILLE, GA.....\$19,286.38 ✓

ATKINSON OIL COMPANY, SANDERSVILLE, GA.....\$20,400.08

RECEIVED NO BID FROM:

Napa Auto Parts
Advanced Auto Parts
GA Truck Parts
O'Reilly Auto Parts
Twin City Auto Parts

TIRE REPAIR BIDS

LEE'S BRAKE AND MUFFLER, SANDERSVILLE, GA.....\$46,928.00 ✓

RECEIVED NO BID FROM:

Cobb & Cobb Seed Co
Truck Tech
Watkins Automotive

WORK DETAIL AGREEMENT
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2014, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Washington County, a department, agency or political subdivision of the State of Georgia ("Governmental Entity"),

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Emanuel Probation Detention Center a sub-unit of Emanuel Women's Facility (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2014 until 11:59 p.m. on June 30, 2015 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. Department agrees to provide Governmental Entity with one (1) Offender work detail. Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.
3. Prohibited Contact And Dealings With Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an Offender.
 - B. Governmental Entity will take all reasonable steps to ensure that the Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that the Offenders working under this Agreement will have no

contact with any student of Governmental Entity's school system.

- D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

- 4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Work Details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.
- 5. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.
- 6. Compensation. Governmental Entity agrees to pay Department the sum of Thirty Nine Thousand Five Hundred Dollars (\$39,500.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week, for up to ten (10) hours each day for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). For each day in excess of the Off Days

that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents (\$189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice.

7. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
8. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity: Washington County
P.O. Box 271
Sandersville, GA 31082

If to Department: Robert E. Jones
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, GA 31029

With a copy to: Emanuel Probation Detention Center
Wardne
P.O. Box 1430
Twin City, GA 30471

9. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participate in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
10. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
11. Drug-Free Workplace Act. Governmental Entity hereby certifies that:

A. A drug-free workplace will be provided for Governmental Entity's employees during the

performance of this Agreement as required by "Drug-Free Workplace Act," O.C.G.A. § 50-24-1, et seq.; and,

B. Governmental Entity will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Governmental Entity's Name), (Subcontractor's Name) certifies to Governmental Entity that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

C. Governmental Entity may be suspended, terminated, or debarred if it is determined that:

- 1) Governmental Entity has made false certification hereinabove; or
- 2) Governmental Entity has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act."

12. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

14. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Robert E. Jones
General Counsel

GOVERNMENTAL ENTITY:

By: [Signature]
Print Name: HORACE M. DANIEL
Title: Chairman

FACILITY WARDEN/SUPERINTENDENT

By: _____
Print Name: _____



Development Authority
Of Washington County
131-B West Haynes Street
Sandersville, GA 31082-1701

June 5, 2014

To: Washington County Board of Commissioners

From: Charles Lee

Re: Appointee to represent Washington County on the CSRA Unified Development Authority and the Augusta Regional Development Alliance (formerly the CSRA Unified Development Council)

Gentlemen;

Due to the recent resignation of Jennifer Farrin from the organizations referenced above, there now exists a vacancy in both organizations in terms of representation for Washington County. As you know, each county in Region 7 is allocated two (2) representatives on each board, said representatives to be appointed by the County Commissions of each county. Therefore, I hereby propose naming Amber Veal, Vice President of Chamber Programs at the Washington County Chamber of Commerce, as the second appointee from Washington County. Because of your previous appointment, I currently serve, and Amber has expressed interest in serving as well. I am convinced she will represent our county well in this undertaking. Your consideration of her is most appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charles E. Lee', written in a cursive style.

Charles E. Lee, Executive Director

Contracts to Ratify

6/12/14

1. Chicora Foundation, Inc. – Cleaning Monuments around Courthouse

June 2, 2014

Total Payment: \$10,734.75

2. GMF Consulting, LLC – Consulting of different types requested by Board of Commissioners

May 28, 2014

Total Payment: \$85.00/per hour

3. Keith McDonald Plumbing, Inc. – Replace sewer lines at Library

May 1, 2014

Total Payment: \$1,890.00

4. McMillan & Rawlings, LLP – Assist the County as County Attorney

June 5, 2014

Total Payment: \$200/ per hour based on the 1/10 of the hour

5. Peoplelink Staffing Solutions – A temporary employee to fill position while in training at BOC

May 21, 2014

Total Payment: mark up on base pay

6. Preston Testing & Engineering Company, Inc. – Road Department Testing Consultant

May 27, 2014

Total Payment: Hourly rates vary according to work done

7. Pittman Construction Company – Road Work to Waco Mill Road, East Lake Drive, and Smyrna Church Road

June 6, 2014

Total Payment: \$425,297.85

8. Barker & Associates Land Surveyors, Inc. – Surveying services

June 1, 2014

Total Payment: Hourly rates vary according to work done

REAL ESTATE PURCHASE AND LEASEBACK AGREEMENT

This Agreement is made this the _____ day of _____, 2014, between **Hospital Authority of Washington County, Georgia**, a public governmental entity authorized by the Georgia Hospital Authorities Act of 1941 and created by resolution of the Washington County Board of Commissioners and the City Council of Sandersville, Georgia, ("**Hospital**") and **Washington County, Georgia**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**Washington County**").

RECITALS

A. **Hospital** owns certain real estate used in its operations as a public nonprofit hospital, to-wit:

All that Tract or Parcel Containing Five Acres, More or Less, containing a records storage building and carport, warehouse, Wellness Building, and Ambulance Office, as well as other improvements, and described in general terms in the attached map. This Property has been carved out of other property of the Washington County Hospital Authority, and a final survey has not yet been prepared. The Parties agree that this map and description shall be improved upon prior to the finalization of any sale and leaseback.

B. **Washington County** desires to purchase the above-described property, as it is authorized to do pursuant to its general powers (OCGA § 36-5-22.1) as well as its power to acquire property to be used for hospital purposes and to enter into intergovernmental contracts for the cooperative provision of health care to county residents (Ga. Const. 1983 art. IX, § 3, ¶ I; OCGA § 31-7-85).

C. **Hospital** and **Washington County** have agreed that **Washington County** shall purchase **Hospital's** Wellness Works building and the surrounding grounds, which property has an appraised value of \$800,000, and which is the Property described in the legal description above, in order to further **Washington County's** purpose of participating in and promoting **Hospital's** economical and sustainable provision of healthcare and Wellness services to the residents of Washington County, including those individuals who lack sufficient funds or healthcare insurance to pay for these services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. PROPERTY

Washington County agrees to purchase and hereby purchases from **Hospital** and **Hospital** agrees to sell, transfer and convey to **Washington County** all of its right, title and interest in the land and improvements described herein, to-wit:

All that Tract or Parcel Containing Five Acres, More or Less, containing a records storage building and carport, warehouse, Wellness Building, and Ambulance Office, as well as other improvements, and described in general terms in the attached map. This Property has been carved out of other property of the Washington County Hospital Authority, and a final survey has not yet been prepared. The Parties agree that this map and description shall be improved upon prior to the finalization of any sale and leaseback. Said Property transferred together with all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, and utility easements of record serving the land and improvements.

SECTION TWO. PURCHASE PRICE

Washington County agrees to pay **Hospital** the sum of \$750,000 (Seven Hundred Fifty Thousand Dollars) at the time of closing as the total purchase price for the Property.

SECTION THREE. CONTINGENCIES

Washington County's obligations under this purchase and leaseback agreement are fully contingent upon and shall not ripen unless and until **Washington County** is satisfied, in its sole discretion that **Hospital** has accomplished the following tasks:

1. **Hospital** has fully implemented measures that demonstrably results in at least \$3.0 million in annualized cost savings and has fully identified additional \$0.5M in costs savings which can be implemented by August 1, 2014. These savings must reflect reductions in expenses and costs over FY 2013. The Board of Commissioners must be shown that these cost savings substantially reduce Hospital's net losses and do not simply result from a reduction in service provision.
2. **Hospital** has in place plans for a management structure acceptable to Washington County.

Should Washington County, acting through its Board of Commissioners, determine in its sole discretion that the steps taken by Hospital are not sufficient to ensure Hospital's

long-term financial viability, Washington County may terminate this agreement and declare same null and void. Hospital agrees that Washington County, and its designated representatives, shall have access to all financial records of Hospital (except personal health information protected by federal and state confidentiality laws) necessary to its determination that these contingencies have been met.

Failure by Hospital to fulfill the above contingencies within 10 business days of this Agreement shall nullify and void the agreement. Any cessation of the ongoing business operations of Hospital during the 10-day period shall further entitle Washington County to cancel and terminate this Agreement. This Agreement is not transferable.

Furthermore, any obligation of Washington County to purchase the Property herein described shall be contingent upon Hospital's ability to deliver to Washington County a Warranty Deed for the described Property, free and clear of all liens and encumbrances.

SECTION FOUR: CLOSING

Closing shall occur within 10 days of certification by the County Attorney that all contingencies have been fulfilled. Hospital shall deliver a warranty deed, abstract of title, and full possession of the land and improvements to Washington County at the time of closing. Washington County shall tender payment as provided in Section Two at the time of closing. Washington County shall be responsible for all closing costs and expenses associated with this transaction, including but not limited to any attorney fees, transfer fees, title search fees, and recording fees.

SECTION FIVE. RISK OF LOSS

Unless otherwise provided, Hospital shall assume all risk of loss to the Property until transfer of title at closing.

SECTION SIX. REMEDIES FOR BREACH

If Washington County performs all of its obligations under this Agreement, and if within five days after the date specified for closing under Section Three, Hospital fails to convey the title or fails to perform any of its other obligations under this Agreement, then Washington County shall be entitled cancel and terminate this Agreement.

SECTION SEVEN. NOTICE

Any notice provided for in this Agreement shall be given in writing, sent by (a) personal delivery, or (b) United States mail, postage prepaid, addressed as follows, or to such other address as shall be designated in writing by a party to this Agreement:

If to Washington County:
Chris Hutchings, County Administrator
119 Jones St.
Sandersville, GA 31082

If to Hospital

Jimmy Childre, Jr., CEO
Washington County Regional Medical Center
610 Sparta Rd.
Sandersville, GA 31082

SECTION EIGHT. LEASEBACK OF PROPERTY

If Washington County purchases the described Property and upon its receipt of the required Warranty Deed, Washington County agrees immediately to execute and deliver, at closing of the sale of the Property on the date indicated for such Closing, a lease agreement leasing the Property to the Hospital for the use and operation of a public school. Hospital agrees to enter said lease in the form attached to this Agreement and to pay rent to Washington County of \$3,750.00 per month as specified in said Attachment.

The Parties further agree that the terms and conditions of that lease Attachment are incorporated into this Agreement as if fully set forth herein.

SECTION NINE. OPTION TO REPURCHASE.

Hospital shall have an option to repurchase the Property from Washington County at any time for the greater of \$750,000 or its fair market value so long as Hospital has fully paid all rents due under the contemplated lease described in Section Eight. This repurchase option may be exercised by giving notice in writing to Washington County at any time before the expiration of the first term of the lease described in Section Eight. This option expires at the end of the first term of the lease or at the end of five years from the date of this agreement, whichever is earlier.

SECTION TEN. GOVERNING LAW

This Agreement is governed by the laws of Georgia. The Parties agree that the notice and clearance provisions of Title 31 of the Georgia Code do not apply to this transaction, Hospital Sale and Leaseback Agreement

as Washington County is acquiring less than 10% of the assets of Hospital. See OCGA § 31-7-400.

SECTION ELEVEN. ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the final and entire agreement between Hospital and Washington County and neither the parties nor their officers, employees, or agents shall be bound by any term, condition or representation not written in this Agreement. All prior verbal or written negotiations, representations and agreements are superseded by this Agreement, which may only be modified or assigned by a further written agreement of Washington County and Hospital.

The parties have executed this Agreement the day and year first set forth above.

WASHINGTON COUNTY BOARD OF COMMISSIONERS

By: _____
Horace Daniel, Chairman

Attest: _____
Admin/Clerk, Board of Commissioners

HOSPITAL AUTHORITY OF WASHINGTON COUNTY

By: _____
Bern Anderson, Chairman

Attest: _____
Secretary, Hospital Authority